

# Cardinal

## Copier Solutions

## Quarterly Per Copy Maintenance Agreement With Supplies

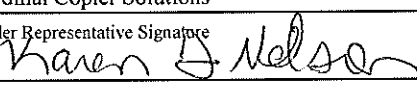
Plan Type	Equipment			Meter Reading		Charge	Period
	Model	Serial Number	Equip ID #	Reading	Date		
5FQ	MP171	V4499102634	3854	49,921	3/12/2015	\$ 0.00633	Per Black Copy

Customer Information	
Account #	LA3196
Name	City of West Lafayette
Billing Address	609 W Navajo St West Lafayette, IN 47906
Installation Address (If different from Billing Address)	Mayor's Office

Customer agrees to purchase and Dealer agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement.

No terms or conditions, expressed or implied, are authorized unless they appear on original of this agreement, signed by the Customer and the Dealer.

The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement, no one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by both parties.

Dealer	Customer Acceptance
Dealer Name Cardinal Copier Solutions	Customer Name City of West Lafayette
Dealer Representative Signature 	By: (Authorized Signature)
Date: 4/6/2015	Date:
Address P.O. Box 5809, Lafayette, Indiana 47903	Printed Name of Authorized Person
Attn:	Purchase Order Number
	Contact Person for Meter Readings
	E-mail Address or Fax #

Please fill in customer acceptance section.

Please keep a copy for your records, and return a copy to Cardinal Copier Solutions  
PO Box 5809, Lafayette, IN 47903  
or email to: knelson@cardinalop.com

**Per Copy M/A Terms and Conditions****1. General Scope of Coverage**

This agreement covers both the repair labor and the material for adjustments, repairs and replacements of parts as necessitated by Normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond Dealer's control are not covered. **Networking labor and parts are not covered.** In addition, Dealer may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Dealer, or if parts, accessories or components not authorized by Dealer are fitted to the equipment.

At the end of this agreement, whether it is terminated by the customer or Cardinal Copier Solutions, all extra parts and supplies are to be returned to Cardinal Copier Solutions.

**2. Service Calls**

Service calls under this agreement will be made during normal business hours, **M – F, 8:00 am – 5:00 pm**, at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

**3. Extent of Labor Services**

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in Paragraph 4, **not to include Networking Labor.**

**4. Repair and Replacement of Parts**

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. Exceptions are: **Reusable Toner Collection Bottles, Staples and Networking Labor and Networking Parts**

**5. Reconditioning**

When in its sole discretion Dealer determines a shop reconditioning is necessary to keep the equipment in working condition, Dealer will submit to customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, Dealer may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at published rates.

**6. Term**

This agreement shall become effective upon receipt by Dealer of the initial annual maintenance charge provided on the reverse side hereof and shall continue for one full calendar year or the maximum number of copies shown on the reverse side, whichever occurs sooner. It shall be automatically renewed for successive, similar periods subject to the receipt by Dealer of the maintenance charge in effect at the time of renewal, provided that the customer is not then in default. 30 day written notice, by customer to Cardinal Copier Solutions, is required for cancellation of contract.

**7. Charges**

The initial per copy charge for maintenance and supplies under this agreement shall be the amount set forth on the reverse side hereof and will not increase for a period of 12 months from the original date of this agreement. This charge will be review, thereafter, on an annual basis and will reflect the pricing in effect at that time. Customer agrees to pay all charges within 10 days of the date of dealer's invoice for such charges. Customer understands that alterations, attachments or specification changes may increase in the per copy charge and agrees to pay such charges promptly when due.

**8. Breach or Default**

If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: (1) Dealer may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates and (2) the customer agrees to pay Dealer's costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder.

If equipment is moved to a new Dealer service zone, Dealer shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rata basis. If equipment is moved beyond Dealer's published service zones, customer agrees to pay a fair and reasonable up-charge for continued maintenance under this agreement, taking into account the distance to customer's new location and Dealer's published rates for service on a "Per Call" basis.

Because this equipment is designed to give excellent performance with Sharp and or Lanier / Ricoh supplies, we reserve the right to suspend this agreement if other supplies have been used.

**9. No Warranty**

Other than the obligations set forth herein, Dealer disclaims all warranties, express or implied, including any implied warranties or merchantability, fitness for use, or fitness for a particular purpose. Dealer shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.

**10. Miscellaneous**

This agreement shall be governed by and construed according to the laws of the State in which dealer is located applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in a writing signed by duly authorized officers of Dealer and the customer.

**11. Toner Delivery & Charges**

All toner for maintenance contracts will be charged a \$3 delivery fee. If the toner needs to be sent out overnight, the toner will be sent UPS or Fed Ex. The customer will be charged \$11 for the shipping charges for the toner.

Please keep this for your records.